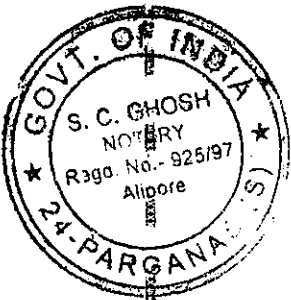


पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AM 800937



**THIS LIMITED LIABILITY PARTNERSHIP SUPPLEMENTARY AGREEMENT**

made at Kolkata this 20<sup>TH</sup> day of OCTOBER, 2022

**BETWEEN**

SNK BUSINESSES PVT. LTD.

Authorised Signatory/ Director  
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signator

Vineeta Bhartiya

Ashok Saraf  
Soham Bhartiya

Rekha Saraf

20 OCT 2022

62823

21 SEP 2022

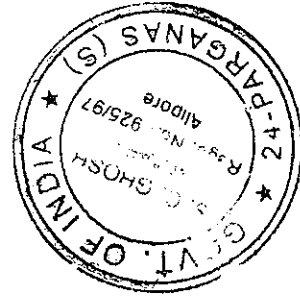
NO..... DATE.....  
SOLD TO .....  
OF .....  
RS. 100

Sugam Diamond Aban Lep.  
F.B. Kietara st

JAYDEEP CHATTERJEE  
16, INDIA EXCHANGE PLACE, KOL-1  
GOVT. LICENSED STAMP VENDOR  
L. NO 351RS2016

Kol-71.

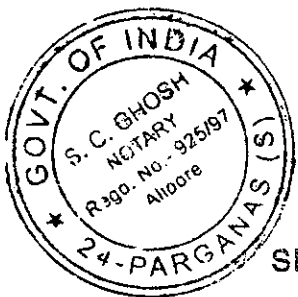
21 SEP 2022



(1) **SMT VINEETA BHARTIA**, wife of Sri Navin Kumar Bhartia, residing at 25B, Ballygunge Park, Kolkata-700019, DIN- 00259493, hereinafter called the **FIRST PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include her legal heirs, successors, nominees and permitted assignees) of the **FIRST PART**

(2) **SRI NAVIN KUMAR BHARTIA**, son of Late Satyanarain Bhartia, residing at 25B, Ballygunge Park, Kolkata-700019, DIN-00259552 hereinafter called the **SECOND PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **SECOND PART**

(3) **SUGAM BUILDERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 2/5 Sarat Bose Road, Unit-1F, Kolkata-700020, (CIN No. U70101WB1995PTC075681 ), represented by its Nominee Mr Ashok Saraf, son of Late Santosh Kumar Saraf, , DIN-00502607 hereinafter called the **THIRD PARTY** (which expression shall unless excluded by or repugnant to the context include its successor or successors in office and/or interest and assigns) of the **THIRD PART**.



SNK BUSINESSES PVT. LTD.

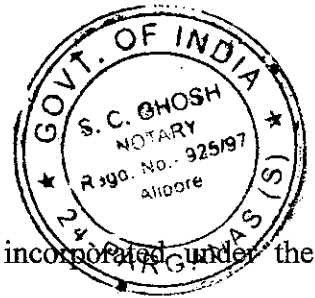
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signator

20 OCT 2022

Handwritten signatures and initials: AS, Jh, R.S., SB, and others.



(4) **SNK BUSINESSES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 7B, Pretoria Street, 2nd Floor, Alom House, Kolkata- 700071 (CIN NO. U65993WB1989PTC046504) represented by its Nominee Mr Vivek Kumar Kajaria, son of Sri Sheo Kumar Kajaria, DIN-00025797 hereinafter called the **FOURTH PARTY** (which expression shall unless excluded by or repugnant to the context include its successors or successors in office and/or interest and assigns) of the **FOURTH PART**.

(5) **SRI SOHAM BHARTIA**, son of Sri Navin Kumar Bhartia, residing at 25B, Ballygunge Park , Kolkata-700019, DIN-07564944, hereinafter called the **FIFTH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **FIFTH PART**,

(6) **SRI ASHOK SARAF**, son of Late Santosh Kumar Saraf, residing at 14/2, Burdwan Road, Flat no-5B, Kolkata -700027 DIN-00502607, hereinafter called the **SIXTH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **SIXTH PART**



(7) **SRI ARVIND KUMAR SARAF**, son of Late Santosh Kumar Saraf, residing at 12, Ashoka Road, Kolkata- 700027 DIN-00501516, hereinafter called the **SEVENTH PARTY** (which expression shall unless it be repugnant to the subject or context

SNK BUSINESSES PVT. LTD.

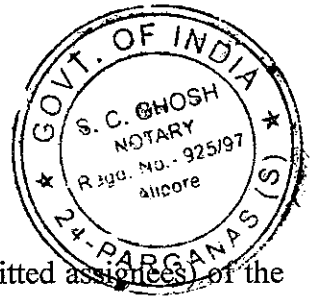
20 OCT 2022

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

*[Handwritten signatures and initials: Jc, AS, SJ, RS, SB, and others]*



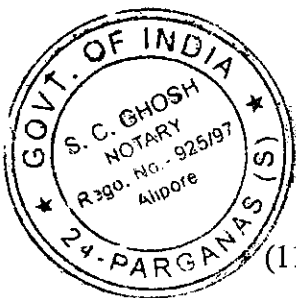
thereof, include his legal heirs, successors, nominees and permitted assignees) of the

**SEVENTH PART**

- (8) **SRI SUHEL SARAF**, son of Shri Ashok Saraf, residing at 14/2, Burdwan Road, Flat No-5B, Kolkata -700027, DIN- 03501630, hereinafter called the **EIGHTH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **EIGHTH PART**,

- (9) **SRI SUYASH SARAF**, son of Shri Ashok Saraf, residing at 14/2, Burdwan Road, Flat no-5B, Kolkata -700027, DIN- 03574264, hereinafter called the **NINETH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **NINETH PART**.

- (10) **SRI SHREYANS KAJARIA**, son of Shri Vivek Kumar Kajaria, residing at 4, Ashoka Road, Kolkata 700027, DIN- 06486753, hereinafter called the **TENTH PARTY** (which expression shall unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees) of the **TENTH PART**.



- (11) **SMT REKHA SARAF**, wife of Sri Ashok Saraf, residing at 14/2, Burdwan Road, Flat no-5B, Kolkata -700027, DIN-00501925, hereinafter called the **ELEVENTH PARTY** (which expression shall unless it be repugnant to the subject or context

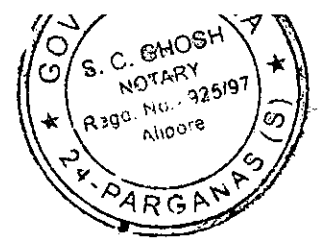
SNK BUSINESSES PVT. LTD.

20 OCT 2024

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

*[Handwritten signatures and initials]*



thereof, include her legal heirs, successors, nominees and permitted assignees) of the

### ELEVENTH PART

#### WHEREAS:

The initial partners had incorporated on 10<sup>th</sup> June, 2014 a Limited Liability Partnership (LLP) known as **Super Diamond Abasan LLP** having Registration No AAC-3611 to carry on lawful business of Real estate development and allied activities with a view to make profit under the provisions of Limited Liability Partnership Act, 2008 on the terms and conditions contained in the LLP Agreement dated 12<sup>th</sup> June, 2014..

#### AND WHEREAS:

Two supplementary deeds of the SDA LLP were executed on 1<sup>st</sup> December, 2016 and 20<sup>th</sup> November, 2017.

1. The Parties of the First Part, Second Part, Fourth Part, Fifth Part, Sixth Part, Seventh Part, Eighth Part and Tenth Part are the **Continuing Partners** of the LLP.
2. The Parties of the Third Part and the Party of the Ninth Part are the **Retiring Partners** of the LLP.
3. The Parties of the First Part, Second Part, Fourth Part, Fifth Part, Sixth Part, Seventh Part, Eighth Part, Tenth Part and Eleventh Part are the **Present Partners** of the LLP.

The Parties of the First Part, Second Part, Fifth Part, represent the "**Soham Group**".

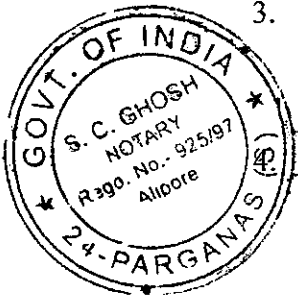
The Parties of the Sixth Part, Seventh Part, Eighth Part and Eleventh Part represent the

**SNK BUSINESSES PVT. LTD.**

Authorised Signatory / Director

For **SUGAM BUILDERS PVT. LTD.**

Director / Authorised Signatory



20 OCT 2021

Handwritten signatures and initials: Jh, R.S., AS, SB, B, Jh, SB.



“**Sugam Group**” The Party of the Fourth Part and the Party of the Tenth Part; represent the “**Diamond Group**” in this LLP Partnership Business.

5. The Party of the Third Part is a Company incorporated under the Companies Act, 1956 and represented by its nominee Mr Ashok Saraf, son of Late Santosh Kumar Saraf, residing at 14/2 Burdwan Road, Flat No-5B, P.S. Alipore, Kolkata-700027 and having his DIN-00502607.
6. The Party of the **Fourth Part** is a Company, incorporated under the Companies Act, 1956, and will be represented by its Nominee, Sri Vivek Kumar Kajaria, son of Shri Sheo Kumar Kajaria, residing at 4, Ashoka Road, Kolkata 700027 having his DIN-00025797.
7. The Party of the Fourth Part becomes a partner after the merger vide NCLT Kolkata Bench CP (CAA) No 1590/KB/2018 connected with CA (CAA) No 765/KB/2018 order dated 02.05.2019 hereby replaces Seeyok Niwas & Nivesh Pvt Ltd , a body corporate partner holding stake of 5% in the SDA LLP since 20<sup>th</sup> November, 2017, represented by its Nominees Mr Vivek Kumar Kajaria having his DIN-00025797.
8. The Profit or Loss as determined by the Statement of Accounts and Solvency, prepared annually or periodically, be distributed in the respective Profit & Loss sharing ratio between the **Soham Group** and **Diamond Group** and the **Sugam Group**. In case of admission of any new partner or exclusion of any existing partner by any of the Groups, the profit sharing ratio of the other group will not be affected/changed by any means.

SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

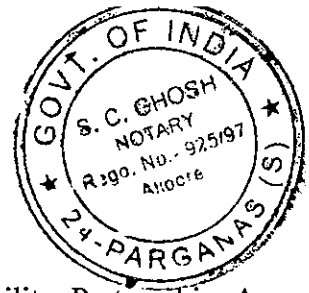
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory



20 OCT 2021

*[Handwritten signatures and initials]*

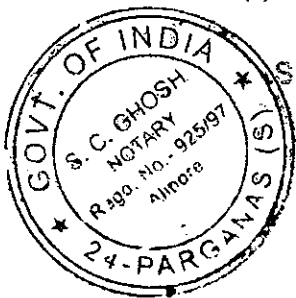


9. This Agreement is Supplemental to the Limited Liability Partnership Agreements dated 12<sup>th</sup> June, 2014, 1<sup>st</sup> December, 2016 and 20<sup>th</sup> November, 2017.
10. The Retiring Partners have given notice to the Continuing Partners of their desire to resign from and hereby retire and shall be deemed to have retired from the said LLP as from the date hereof.
11. The Retiring Partners acknowledges to and with the LLP that:
- They have agreed to settle with their share of the profits and losses and the contribution till the said date of retirement.
  - They hereby release all their share, right, title and interest in the business of the said LLP.
  - They have knowingly and voluntarily executed this Agreement; and
  - They agree to cease be the Partners of the SDA LLP and be bound by all the terms and conditions of the LLP Agreement.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:**

**Definitions:** In this Agreement unless the context otherwise requires:-

- "Accounting year"** means the financial year as defined in Section 2(l) of the Limited Liability Partnership Act, 2008.
- "Act"** or **"LLP Act"** means the Limited Liability Partnership Act, 2008.
- "Business"** includes every trade, profession service and occupation.



SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

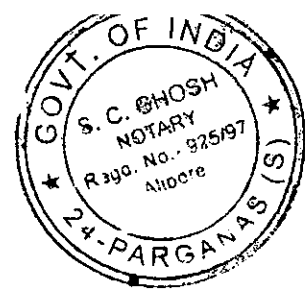
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022

Handwritten signatures and initials: Jhe, RS, AS, SB, and others.





(d) "**Designated Partner**" means any partner designated as such pursuant to Section 7 of the Act.

(e) "**LLP**" means the limited liability partnership formed pursuant to this LLP Agreement.

(f) "**LLP Agreement**" means this Agreement or any supplement thereof determining the mutual rights, duties and obligations of the partners in relation to each other and in relation to the LLP.

(g) "**Partner**" means any person who becomes a partner in the LLP in accordance with this LLP Agreement

1. **Name:** The Limited Liability Partnership shall be carried on in the name and style of **Sugam Diamond Abasan LLP** and hereinafter called as "**SDA LLP** consequent to the change of name of the LLP vide fresh Certificate of Incorporation dated 15<sup>th</sup> November, 2017.
2. **Address of Registered Office:** The partnership shall be carried on at the registered office of the LLP at 2<sup>nd</sup> Floor, Alom House, 7B, Pretoria Street, Kolkata - 700 071. For the smooth operation and better control of the affairs of the business of the LLP an Administrative Office be situated at 2/5, Sarat Bose Road, Unit-1F, Kolkata 700020. The business may also be carried from such other places as may be mutually decided by the partners from time to time.
3. **Business:** The partnership business of SDA LLP shall be of Real estate development and all allied activities until and unless decided otherwise by the consent of all the partners of the LLP at the time of the decision.

SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2021



Handwritten signatures and initials: Jh, R.S., Jh, SB, and others.



#### 4. Incidental or ancillary powers:

Following powers shall be incidental or ancillary to the attainment of the main business of the LLP as indicated in the Incorporation Document. SDA LLP can exercise those powers as and when required.

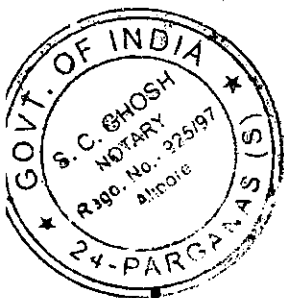
- a) Obtaining rights, privileges, contracts, licenses, intellectual property rights, authorizations, permissions from Government or any other authority, company or person to carry out the business of LLP.
- b) Takeover any running firm, concern, LLP or body corporate carrying on similar business at a price mutually agreed or to amalgamate with any other LLP or company or body corporate having objects similar or compatible to those of the LLP.
- c) Become partner of another LLP or member of any company
- d) Enter into comprise with any person.
- e) Enter into arrangement for sharing profits, union of interest, cooperation or joint venture with any person, LLP or company or body corporate.
- f) Appoint, deal with or act as agents, sub-agents, dealers, sub-dealers, distributors for selling or purchasing or dealing with the products or services related to the business of LLP
- g) Acquire or dispose of movable or immovable property, enter into agreement for purchase, sale or disposal of movable or immovable property
- h) Open, operate and close bank accounts, give and obtain guarantees, borrowings from banks, financial institutions or any other person with or

SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

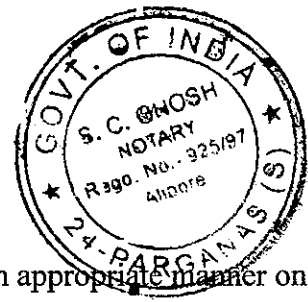
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory



20 OCT 2022

Handwritten signatures and initials: fl, R.S., AS, and others.



without security, invest surplus funds of LLP in appropriate manner on mutual consent.

- i) Appoint, promote remove or suspend employees and workmen, to take disciplinary actions and impose punishments on workmen and employees.
- j) Institute or defend any suit or show cause notice before any adjudicating authority, appellate authority, Tribunal or Courts, to appoint consultants, advocates and authorized representatives for representing LLP, to represent before labour courts, industrial tribunals, High court and Supreme Court in labour matters.
- k) Grant general or special power of attorney to any person for the purpose of the business of the SDA LLP.
- l) Entitled to borrow the requisite funds from the banks/financial Institutions /NBFC Companies and others to carry out its activities.
- m) Right to create mortgage/ charge on the properties the SDA LLP will develop and to obtain finance for the construction of its projects.
- n) Entitled to appoint contractors, sub-contractors, consultants, architects, structural consultants, MEP consultants, interior designers, electrical consultants, landscaping consultants, green building consultants, etc., as required from time to time.
- o) Do all such act and things as may be necessary to carry out the businesses of the LLP



SNK BUSINESSES PVT. LTD.

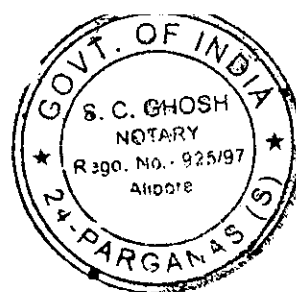
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

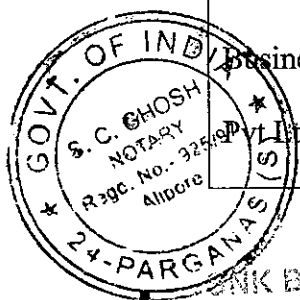
20 OCT 2022

*AS* *SL* *RS* *SB* *VB* *UH* *MB*



5. **Initial Partners:** The parties appointed as Partners under the SDA LLP agreement dated 12<sup>th</sup> June, 2014 shall be the initial partners of the LLP.
6. **Duration:** The partnership shall commence from the date of registration of the SDA LLP and shall continue to operate in accordance with the provisions of LLP Act and rules framed thereunder and this Agreement.
7. **Contribution:** The contribution of the partners of SDA LLP shall be Rs. 2,00,00,000/- (Rs. Two Crores only) which shall be contributed by each of the partners in the following proportions.

Name of Partner	Father's/Spouse Name	Residential Address	Contribution	Ratio
Smt Vineeta Bhartia	Sri Navin Kumar Bhartia	25B, Ballygunge Park, Kolkata - 700019	25,00,000/-	12.50%
Sri Navin Kumar Bhartia	Late Satyanarain Bhartia	25B, Ballygunge Park, Kolkata - 700019	10,00,000/-	5.00%
SNK Businesses Pvt. Ltd.	N. A.	7B, Pretoria Street 2nd Floor, Alom House, Kolkata - 700071	10,00,000/-	5.00%

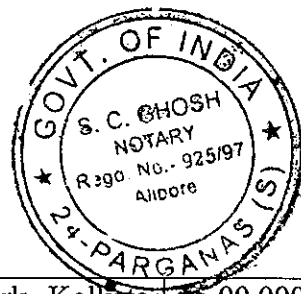


Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

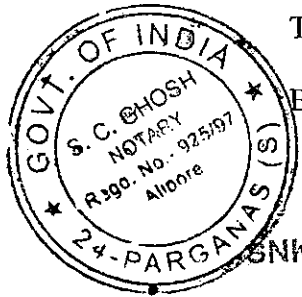
Director / Authorised Signatory

20 OCT 2021



Sri Soham Bhartia	Sri Navin Kumar Bhartia	25B, Ballygunge Park, Kolkata - 700019	15,00,000/-	7.50%
Sri Ashok Saraf	Late Santosh Kumar Saraf	14/2, Burdwan Road, Flat No- 5B, Kolkata - 700027.	25,00,000/-	12.50%
Sri Arvind Kumar Saraf	Late Santosh Kumar Saraf	12, Ashoka Road, Kolkata - 700027	25,00,000/-	12.50%
Sri Suhel Saraf	Sri Ashok Saraf	14/2, Burdwan Road, Flat no- 5B, Kolkata - 700027.	25,00,000/-	12.50%
Sri Shreyans Kajaria	Sri Vivek Kumar Kajaria	4, Ashoka Road, Kolkata - 700027	40,00,000/-	20.00%
Smt Rekha Saraf	Sri Ashok Saraf	14/2, Burdwan Road, Flat no- 5B, Kolkata - 700027.	25,00,000/-	12.50%

The **Continuing Partners of the Sugam Group** have to contribute further in the LLP Business to make their total contribution equivalent to the amount as stated above. The



**BANK BUSINESSES PVT. LTD.**

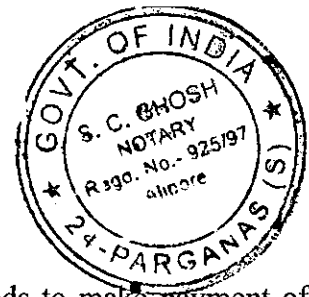
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022

*[Handwritten signatures and initials]*



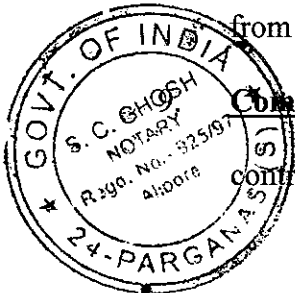
**Present Partners** of the **Sugam Group** to arrange the funds to make payment of the **Retiring Partners** of the **Sugam Group** in the LLP.

Further contribution, if any, shall be brought in by the partners in their respective profit sharing ratios as and when required.

8. **Number of Designated Partners:** The maximum number of **DESIGNATED PARTNERS** appointed for the SDA LLP shall be 4 (FOUR) as mutually agreed between the **Present Partners** of the SDA LLP or as decided by the partners of the SDA LLP from time to time unanimously. The details of the present designated partners are as under:

<u>Sr No</u>	<u>Name</u>	<u>DIN</u>
1.	Sri Vivek Kumar Kajaria (Representing SNK Businesses Pvt Ltd.)	00025797
2	Sri Navin Kumar Bhartia	00259552
3	Sri Suhel Saraf	03501630
4	Sri Ashok Saraf	00502607

8. **Numbers of Partners:** The maximum number of total partners (including designated) to be appointed for the SDA LLP shall be 10 (Ten) or as mutually decided by the partners from time to time unanimously.



**Common Seal:** The SDALLP shall have a common seal to be affixed on documents or contracts with the approval of and in the presence of at least 2 (two) of the designated

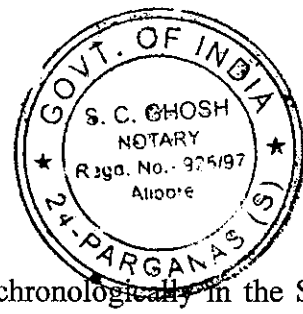
SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

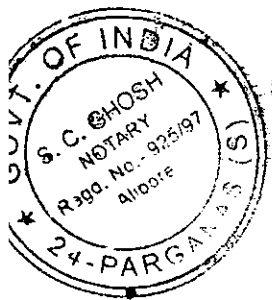
Director / Authorised Signatory

20 OCT 2022



partners on each occasion and the same fact recorded chronologically in the Seal Book maintained for the purpose under their signature.

10. **Audit:** The Statement of Accounts and Solvency of SDA LLP shall be made each financial year and shall be audited by a Chartered Accountant in practice in accordance with the rules prescribed under the LLP Act. It shall be the responsibility of the designated partners of the LLP to comply with the requirement prescribed under the aforesaid Act.
11. **Remuneration of Partners:** The designated partners (whether singly or jointly, to be specified) shall be entitled up to a maximum of Rs. 5 Lacs (Rupees Five Lacs) per month or as per Income tax Act only. **It is however noted that** in case the above salary exceeds the limits prescribed under Section 40(b) of the Income Tax Act, 1961 for allowable deduction from the LLP's Income for taxation purposes, the salary payable to the designated partners shall be reduced to such extent that it does not exceed the allowable limit under the Income Tax Act.
12. **Drawings:** Each partner may draw out of the partnership funds as drawings from the credit balance of his income account. Such drawings shall be duly accounted for in the yearly settlement of accounts and divisions of profits of the partnership at the end of each financial year.



SNK BUSINESSES PVT. LTD.

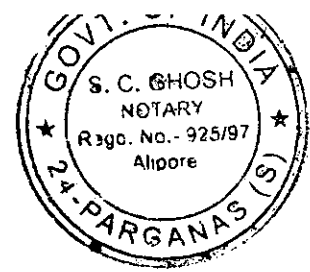
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022

Handwritten signatures and initials: JG, SL, AS, RS, SB, and others.



13. **Interest on Capital or Loan:** Interest at such rates as may be mutually agreed upon shall be payable on the capital contributed or loan given by the partners. The amount contributed by the partners, in excess of the Capital contribution shall carry interest as may be decided by the partners from time to time.

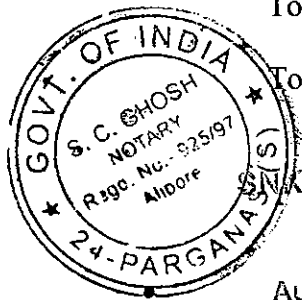
14. **Business transaction of partner with LLP:** A partner may lend money to and transact other business with the LLP, and in that behalf the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.

15. **Profits:** The net profits of the SDA LLP shall be distributed in the following proportions:

To the said First Party	12.50%
To the said Second Party	5.00%.
To the said Fourth Party	5.00%.
To the said Fifth Party	7.50%.
To the said Sixth Party	12.50%.
To the said Seventh Party	12.50%.
To the said Eighth Party	12.50%.
To the said Tenth Party	20.00%
To the said Eleventh Party	12.50%

16. **Losses :** The losses of the SDA LLP including loss of capital, if any, shall be borne and paid by the partners in the following proportions:

To the said First Party	12.50%
To the said Second Party	5.00%.



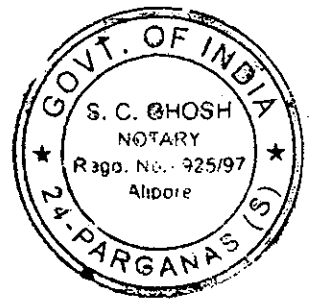
**SUGAM BUSINESSES PVT. LTD.**  
 Authorised Signatory / Director  
 For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2021

*[Handwritten signatures and initials]*



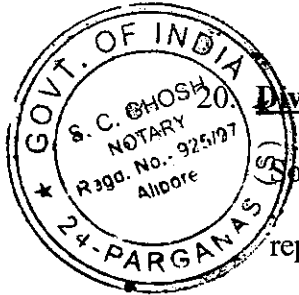


To the said Fourth Party	5.00%.
To the said Fifth Party	7.50%.
To the said Sixth Party	12.50%.
To the said Seventh Party	12.50%.
To the said Eighth Party	12.50%.
To the said Tenth Party	20.00%
To the said Eleventh Party	12.50%

17. **Bankers:** The bankers of the partnership shall be Axis Bank Limited, Kolkata Main Branch and/or such other bank or banks as the partners may from time to time unanimously agree upon. Further, the bank account of the LLP, shall be operated jointly by the representative of the **Soham Group, Diamond Group** and the **Sugam Group**.

18. **Accounting year:** The accounting year of the LLP shall be from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of subsequent year.

19. **Place of keeping books of accounts:** The books of accounts of the SDA LLP shall be kept at the registered office of the SDALLP and at any other business place of the SDA LLP for the reference of all the partners, if approved by all the partners.



**Division of Annual profits of LLP:** As soon as the Annual Statements of Accounts and Solvency signed by the Partners and the same duly audited and the auditor rendering his report thereon, the net profits, if any of the SDA LLP business, shall be divided between

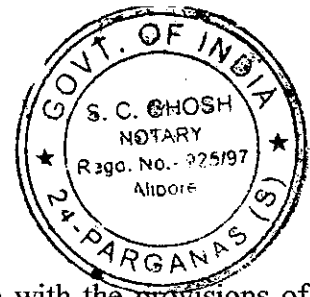
20 OCT 2022

SHR BUSINESSSES PVT. LTD.

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory



the partners in the proportion specified in and in accordance with the provisions of the LLP Act and this LLP Agreement.

21. **Admission of New Partner:**

- (i) New partner(s) may be introduced with the consent of all the existing partners. Such incoming partner(s) shall have to give his prior consent to act as a Partner of the SDA LLP.
- (ii) The contribution of the new partner may be tangible, intangible, moveable or immoveable property.
- (iii) The profit sharing ratio of the incoming partner will be mutually decided by remaining partner(s) of that "Group" from which the incoming partner is joining this LLP.

22. **Rights of Partner**

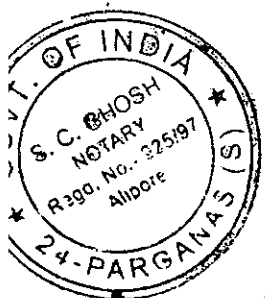
- (i) All the partners hereto shall have the rights, title and interest in all the assets and properties in the SDA LLP in the proportion of their respective profit sharing ratio.
- (ii) All the important decision will be taken jointly by the representative partners of the Soham Group, Diamond Group and the Sugam Group.
- (iii) Every partner has a right to have access to and to inspect the books of accounts of the SDA LLP.

SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

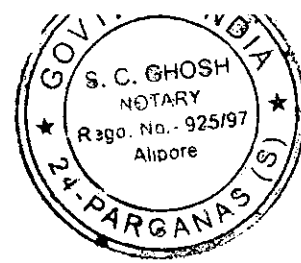
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

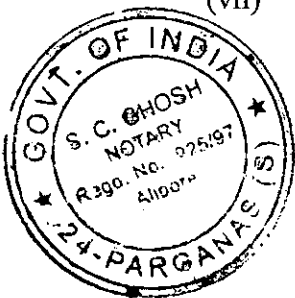


20 OCT 2022

*[Handwritten signatures and initials]*



- (iv) Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the SDA LLP shall have no objection thereto provided that the said partner has intimated the said fact to the SDA LLP before the start of the independent business. Provided the business is not in competition to the existing business being carried on by the SDA LLP.
- (v) On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner, his or her rights, title and interest in SDA LLP shall come to an end.
- (vi) Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the SDA LLP in place of such deceased partner and the heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
- (vii) On the death of any partner, if his or her legal heirs or their nominee opt not to become the partner, the surviving partner(s) of that specified "Group" shall have the option to purchase the contribution of the deceased partner in the SDA LLP. Each Group has to nominate its Nominee during the course of the business and let the other Group know about appointment of such nominee.



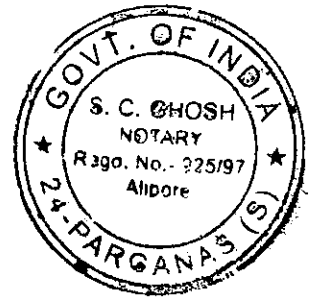
SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

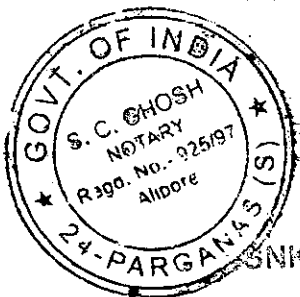
20 OCT 2022



### 23. Duties of Partners

- (i) Each partner shall be just and faithful to the other partners in all transactions relating to the SDA LLP.
- (ii) Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his/her legal representatives.
- (iii) Every partner shall account to the limited liability partnership for any benefit derived by him/her without the consent of the SDA LLP of any transaction concerning the limited liability partnership.
- (iv) Every partner shall indemnify the limited liability partnership and the other existing partners for any loss caused to it by his fraud in the conduct of the business of the limited liability partnership.
- (v) In case any of the partners of the SDA LLP desires to transfer or assign his interest or shares in the SDA LLP the right to refusal remains with the balance partner(s) of that specified "Group". If the balance partners of that specified "Group" do not give the written consent within 60 days then he can transfer the same to the other "Group" with the consent of all the partners of that specified "Group".
- (vi) No partner while he is a partner for the time being of the SDA LLP shall without the written consent of other group:

- (a) Commit to buy any immovable property for the SDA LLP.

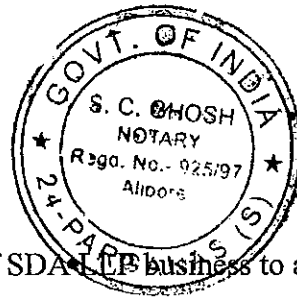


SNK BUSINESSES PVT. LTD.

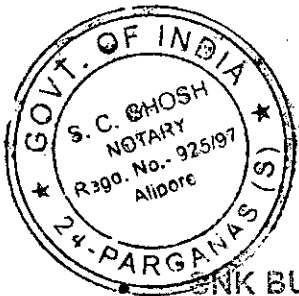
20 OCT 2021 Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory



- (b) Submit a dispute relating to business of SDA LLP business to arbitration.
- (c) Transfer, assign, mortgage or charge his or her share in the partnership or any asset or property thereof or make any other person a partner therein.
- (d) Engage directly or indirectly in any business competing with that of the SDA LLP within the radius of 500 mtrs.
- (e) Withdraw a suit filed on behalf of SDA LLP.
- (f) Admit liability in a suit or proceedings against SDA LLP.
- (g) Share business secrets of the SDA LLP with outsiders.
- (h) Remit in whole or part debt due to SDA LLP.
- (i) Open a banking account on behalf of SDA LLP in his/her name.
- (j) Give any unauthorized security or promise for the payment of money on account on behalf of the SDA LLP except in the ordinary course of business.
- (k) Draw or accept or endorse unauthorized any bill of exchange or promissory note on SDA LLP's account.
- (l) Lease, sell, pledge or do other disposition of any of the SDA LLP's property otherwise than in the ordinary course of business.
- (m) Do any act or omission rendering the SDA LLP liable to be wound up by the Tribunal.
- (n) Derive any profits from any transactions of the SDA LLP or from the use of its name, resources or assets or business connection by carrying on a business of the nature as competes with that of the SDA LLP.



SNK BUSINESSES PVT. LTD.

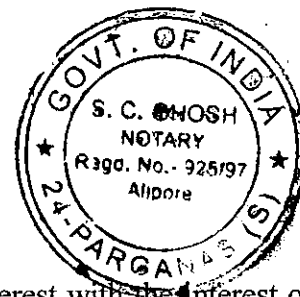
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022

*[Handwritten signatures and initials]*

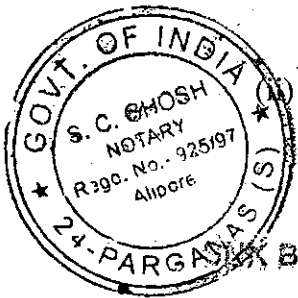


- (o) Do any act that may conflict his/her interest with the interest of SDA LLP or any of its other partners.
- (p) Take any apprentice or hire or dismiss (except in case of gross misconduct) any servant or agent of SDA LLP.
- (q) Lend any money or deliver upon credit any of the goods of SDA LLP to any person whom the other partner shall have previously in writing forbidden to trust.
- (r) Secure unauthorized surety or guarantee for any one encumbering or otherwise charging or pledging the properties and assets of the SDA LLP.
- (s) Enter into any partnership, joint venture, float any subsidiary LLP or Company with SDA LLP being the promoter or acquirer of interest or control.
- (t) Commit to compromise or relinquish any claim in whole or in part of the SDA LLP.

#### 24. Duties/Liabilities of Designated Partners

- (i) The designated partners shall devote their appropriate time and attention to the SDA LLP business diligently and faithfully by employing themselves in it, and carry on the business for the greatest advantage of the partnership.

The designated partners shall be responsible for the doing of all acts, matters and things as are required to be done by the SDA LLP in respect of compliance of the



**SUGAM BUILDERS PVT. LTD.**

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2021

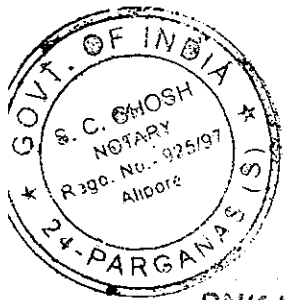
*[Handwritten signatures and initials]*



provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

- (iii) Protect the property and assets of the SDA LLP.
  - (iv) Upon every reasonable request, inform the other partners of all letters, writings and other things which shall come to their hands or knowledge concerning the business of the SDA LLP.
  - (v) Punctually pay their separate debts to the SDA LLP if any, as they fall due and indemnify SDA LLP or other partners towards charges or costs incurred to protect the assets of the SDA LLP against any failure to do so.
  - (vi) The designated partners shall be responsible for the doing of all such other acts arising out of this agreement.
25. The limited liability partnership SDA LLP shall indemnify each partner in respect of payments made and personal liabilities incurred by him/her:

- (i) in the ordinary and proper conduct of the business of the SDA LLP.
- (ii) in or about anything necessarily done for the preservation of the business or property of the SDA LLP.



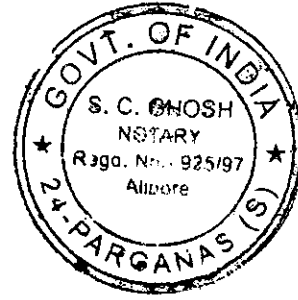
SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2024

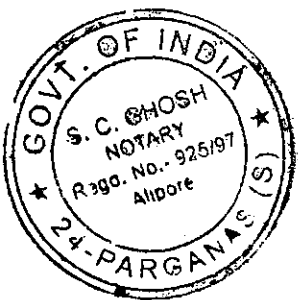


## 26. Cessation of Existing Partners

- (i) Partner may cease to be partner of the SDA LLP by giving a notice in writing of not less than 3 (three) months to the other partners of his intention to resign as partner.
- (ii) The specified Group may nominate any person as Partner in place of the outgoing / retiring / expelled partner.
- (iii) Majority of partners can expel any partner in the situation where the partner has been found guilty of carrying of activity/business of SDA LLP with fraudulent purpose.
- (iv) The outgoing / retiring / expelled partner can start or carry on the business of Real estate activities.

## 27. Meeting -

- (i) The meeting of designated partners may be called monthly/quarterly, by giving seven days' notice. In case of any urgent meeting is called, the notice requirement is to be ratified by all the partners.
- (ii) The matter discussed in the SDA LLP meeting shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, voting rights of each partner shall in proportion to his or her profit sharing ratio. The meeting of the partners may be called by serving seven days prior notice to all the partners at their residential/registered address as mentioned above or in case of urgent meeting, the same can be conveyed by any other mode of communication like, by



SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director  
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022

*[Handwritten signatures and initials]*





phone, email, fax, sms, etc. but the notice requirement is to be ratified by all the partners.

- (iii) The meeting of partners shall ordinarily be held at the registered office of the SDA LLP or at any other place as may be convenient to all the partners.
- (iv) SDA LLP shall ensure that decisions taken by it are properly recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

28. The SDA LLP can be wound up with the consent of all the partners subject to the provisions of LLP Act.

29. **Termination and Dissolution** - If at any time owing to loss or any other cause whatsoever one-fourth of the entire capital of the SDA LLP shall have been lost or not represented by available assets or their existence reasonable cause of apprehension that a call on the partners to contribute further capital of 25% or more of the entire capital of the SDA LLP is imminent in order to carry on its business as a solvent entity, majority of the partners by value of the contributions may require the LLP to be dissolved and wound up.

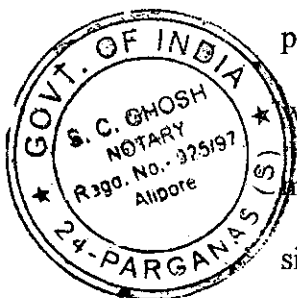
30. **Severability**: This Agreement constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this Agreement cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this Agreement. The invalidity or unenforceability of any terms

SNK BUSINESSES PVT. LTD.

Authorised Signatory / Director  
For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory

20 OCT 2022



Handwritten signatures and initials: J, SL, RS, SB, and others.



or provisions of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

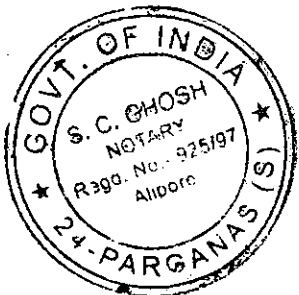
31. **First Schedule:** The provisions of the First Schedule of the LLP Act shall apply to SDA LLP except to the extent modified by this Agreement.
32. **Arbitration:** In the event of any dispute or differences arising between the parties hereto either touching or concerning the construction, meaning or effect of this Agreement or the respective rights and liabilities of the parties hereto, or their enforcement thereunder, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation (Amendment) Act 2015. The arbitration proceedings shall be conducted at Kolkata in English language.

SNK BUSINESSES PVT. LTD.

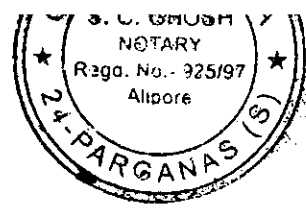
Authorised Signatory / Director

For SUGAM BUILDERS PVT. LTD.

Director / Authorised Signatory



20 OCT 2024



**IN WITNESS WHEREOF THIS DEED IS SIGNED BY THE PARTIES HERETO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**Continuing Partners**

**SIGNED AND DELIVERED BY THE**  
Party of the First Part at Kolkata

VB

Vineeta Bhartia  
(Vineeta Bhartia)

**SIGNED AND DELIVERED BY THE**  
Party of the Second Part at Kolkata

Navin Kumar Bhartia  
(Navin Kumar Bhartia)

**SIGNED AND DELIVERED BY THE**  
Party of the Fourth Part at Kolkata

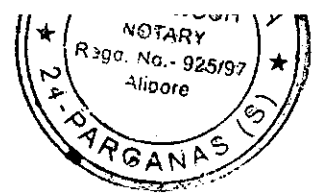
SNK BUSINESSES PVT. LTD.  
Authorized Signatory / Director  
(SNK Businesses Private Limited)

**SIGNED AND DELIVERED BY THE**  
Party of the Fifth Part at Kolkata

Soham Bhartia  
(Soham Bhartia)



20 OCT 2022



**SIGNED AND DELIVERED BY THE**  
Party of the Sixth Part at Kolkata

*Ashok Saraf.*  
(Ashok Saraf)

**SIGNED AND DELIVERED BY THE**  
Party of the Seventh Part at Kolkata

*Arvind Kumar Saraf*  
(Arvind Kumar Saraf)

**SIGNED AND DELIVERED BY THE**  
Party of the Eighth Part at Kolkata

(Suhel Saraf)

*Suhel Saraf*

**SIGNED AND DELIVERED BY THE**  
Party of the Tenth Part at Kolkata

(Shreyans Kajaria)

*Shreyans Kajaria*

**Incoming Partners**

**SIGNED AND DELIVERED BY THE**  
Party of the Eleventh Part at Kolkata

(Rekha Saraf)

*Rekha Saraf*

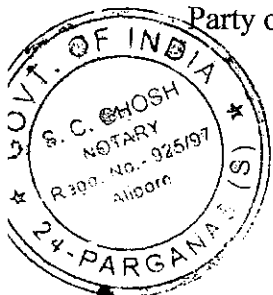
For SUGAM BUILDERS PVT. LTD.

**Retiring Partners:**

**SIGNED AND DELIVERED BY THE**  
Party of the Third Part at Kolkata

*Ashok Saraf*  
Director / Authorised Signator

(Sugam Builders Pvt Ltd)



20 OCT 2024



**SIGNED AND DELIVERED BY THE**  
Party of the Ninth Part at Kolkata

(Suyash Saraf)

*Suyash Saraf*

Witness 1:

*Prince Jain*  
*7B, Pretoria Street*  
*Kolkata 700071*

*Prince Jain*

Witness 2:

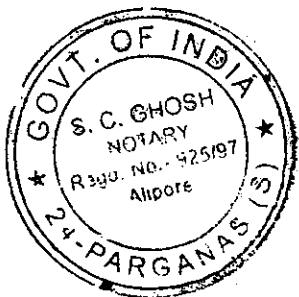
*Chatterjee*  
*7B, Pretoria Street*  
*Kolkata - 700071*

Signature Attested  
on Identification

*S. C. GHOSH, Notary*  
*Alipore Police Court, Kolkata*  
*Reg. No. 925/97, Govt. of India*

Identified by me  
*[Signature]*  
Advocate

**20 OCT 2022**



DATE: THE 20<sup>th</sup> DAY OF OCTOBER, 2022  
BETWEEN

VINEETA BHARTIA  
 (FIRST PARTY)

NAVIN KUMAR BHARTIA  
 (SECOND PARTY)

SUGAM BUILDERS PRIVATE LIMITED  
 (THIRD PARTY)

SNK BUSINESSES PRIVATE LIMITED  
 (FOURTH PARTY)

SOHAM BHARTIA  
 (FIFTH PARTY)

ASHOK SARAF  
 (SIXTH PARTY)

ARVIND KUMAR SARAF  
 (SEVENTH PARTY)

SUHEL SARAF  
 (EIGHTH PARTY)

SUYASH SARAF  
 (NINTH PARTY)

SHREYANS KAJARIA  
 (TENTH PARTY)

AND  
 REKHA SARAF  
 (ELEVENTH PART)

SUPPLEMENTARY AGREEMENT FOR  
 LIMITED LIABILITY PARTNERSHIP  
 SUGAM DIAMOND ABASAN LLP

20 OCT 2022

